



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

February 17, 2005

IN REPLY PLEASE
REFER TO FILE:

PD-4

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**221ST STREET DRAIN
CITY-LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
COOPERATIVE AGREEMENT
SUPERVISORIAL DISTRICT 4
4 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Consider the Notice of Exemption for the 221st Street Drain, filed with the County Clerk on May 24, 2004, by the City of Hawaiian Gardens; concur that the 221st Street Drain project is exempt from the provisions of the California Environmental Quality Act; and find that these actions reflect the independent judgment of the County.
2. Approve and instruct the Chair of the Board to sign the agreement between the City of Hawaiian Gardens and the Los Angeles County Flood Control District (District), which provides for the District to contribute \$180,000 toward the construction of 221st Street drain from Pioneer Boulevard to Juan Avenue and also provides for the City to finance the cost of the drain in excess of the District contribution. This action will have no impact on the County General Fund.
3. Delegate the authority to the Acting Director of Public Works to accept the drain for operation and maintenance upon completion of the drain to District's satisfaction and upon City meeting all requirements for the legal transfer of the drain to the District as specified in the agreement.



PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Los Angeles County Flood Control District proposes to financially participate in the construction of the 221st Street Drain in the City of Hawaiian Gardens. The drain will alleviate flooding and increase pedestrian and vehicular safety throughout the project area. The District will contribute \$180,000 toward the construction cost of the drain. The City will finance the cost of the drain in excess of the District's contribution. Your Board's approval of the enclosed agreement is necessary for the cooperative financing of the project. The delegation of authority is necessary for the Acting Director of Public Works to accept the drain.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goals of Fiscal Responsibility and Service Excellence by developing partnerships to maximize financial resources to provide the needed infrastructure improvements to help alleviate flooding in the community.

FISCAL IMPACT/FINANCING

Financing for this agreement is available in the Fiscal Year 2004-05 Flood Fund Budget. There is no impact to the County General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This agreement has been reviewed and approved as to form by County Counsel. This agreement was executed by the City of Hawaiian Gardens on January 11, 2005, by the required four-fifths vote.

ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. The City of Hawaiian Gardens is the lead agency for this project.

The Notice of Exemption for the 221st Street Drain was prepared by the City of Hawaiian Gardens and filed with the County Clerk on May 24, 2004. The recommended findings are in accordance with the California Environmental Quality Act and are required prior to your Board's approval of this agreement.

The Honorable Board of Supervisors
February 17, 2005
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

This project will not have significant impact on current flood control services or projects currently planned. Upon completion of the project to the satisfaction of the District and upon City meeting all requirements for the legal transfer of drain to District, the District will be responsible for future operation, maintenance, repair, and replacement of the drain.

CONCLUSION

Enclosed are three originals of the agreement, which have been executed by the City and approved as to form by County Counsel. Please return two fully executed original of the agreement along with one approved copy of this letter to Public Works for further processing. The agreement labeled County original is to be retained for your files.

Respectfully submitted,

DONALD L. WOLFE
Acting Director of Public Works

VS:ph

C050699

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Enc.

cc: Chief Administrative Officer
Executive Office
County Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF HAWAIIAN GARDENS, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter referred to as "DISTRICT":

W I T N E S S E T H

WHEREAS, DISTRICT is a political entity separate and distinct from the County of Los Angeles "COUNTY" and is governed by the COUNTY Board of Supervisors, pursuant to Section 3 of the Los Angeles County Flood Control Act; and

WHEREAS, pursuant to Section 56-3/4 of the COUNTY Charter, DISTRICT'S functions are performed by COUNTY'S Department of Public Works; and

WHEREAS, CITY and DISTRICT desire that construction of a new storm drain (as defined below) on 221st Street between Pioneer Boulevard and Juan Avenue, hereinafter referred to as DRAIN, be completed within CITY; and

WHEREAS, DRAIN is entirely within the jurisdictional limits of CITY; and

WHEREAS, DISTRICT is willing to contribute One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00) for the construction of DRAIN; and

WHEREAS, CITY is willing to accept DISTRICT's contribution in the manner stated herein.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and DISTRICT and of the premises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- a. To finance the costs of DRAIN in excess of DISTRICT's contribution.
- b. To invoice DISTRICT One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00), upon execution of this AGREEMENT.
- c. To be responsible for DRAIN and to own, operate, and maintain DRAIN until DRAIN is accepted by DISTRICT in accordance with (2)c below at no cost to DISTRICT.
- d. To provide DISTRICT no earlier than two (2) years from the date of execution of this AGREEMENT a report on any street settlement along the alignment of DRAIN, documenting the condition of the street at that time and an explanation of any settlement that has occurred.

- e. To request DISTRICT to conduct an underground inspection, at no cost to CITY, if no street settlement is observed nor documented in the report provided by CITY per the provisions of (1)d above.
- f. To be responsible for any remedial measures deemed necessary by DISTRICT, as a result of and as identified through an underground inspection in accordance with (2)b below, prior to requesting transfer of DRAIN to DISTRICT for operation and maintenance.
- g. At no cost to DISTRICT, prior to DISTRICT'S acceptance of DRAIN, to take all necessary steps to grant, transfer, or assign all prior rights over utility companies and owners of substructure and overhead facilities to DISTRICT when necessary to maintain, repair, or replace DRAIN.
- h. Upon DISTRICT'S acceptance of DRAIN, CITY hereby grants DISTRICT permission and rights to occupy and use CITY public streets and permanent right of way necessary for the operation, maintenance, repair, and replacement of DRAIN at no cost to the DISTRICT.
- i. CITY shall release, indemnify, defend, and save harmless DISTRICT and COUNTY, their agents, officers, and employees from and against any and all liability and expense arising from or relating to the condition of DRAIN or its maintenance prior to DISTRICT accepting DRAIN or arising from any act or omission of CITY, its officers, employees, agents, or subconsultants of any tier including defense costs, legal fees and costs, experts' fees and costs, claims, actions, and causes of action for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury, or property damage including, without limitation, in connection with any defects in the design or construction of DRAIN and relating to any liens or encumbrances including, without limitation, mechanic's liens.

(2) DISTRICT AGREES:

- a. To contribute One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00) for the construction of DRAIN, upon full execution of this AGREEMENT and receipt of invoice from CITY.
- b. To inspect DRAIN, at no cost to CITY, prior to acceptance for operation and maintenance and provide CITY with a list of deficiencies.
- c. Upon completion of DRAIN to DISTRICT'S sole and complete satisfaction and upon CITY meeting all requirements for the legal transfer of DRAIN to DISTRICT as pursuant to Section 8160 of the

California Water Code and Section 13-3/4 of the Los Angeles County Flood Control Act, to accept ownership of and be responsible for the operation and maintenance of DRAIN.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. CITY shall be responsible for any and all costs necessary to complete DRAIN in excess of DISTRICT'S contribution.
- b. DRAIN shall mean the work as shown on CITY'S contract drawings for the storm drain in CITY on 221st Street between Pioneer Boulevard and Juan Avenue located in the map vault at the County of Los Angeles Department of Public Works, Alhambra Headquarters.
- c. DISTRICT shall not be responsible for DRAIN unless and until DISTRICT formally accepts DRAIN pursuant to (2)c above, which transfer shall be free and clear of all liens and encumbrances including, without limitation, mechanic's liens.
- d. CITY, not DISTRICT, shall be responsible for any and all expenses relating to any future relocation, alteration, and modification of DRAIN once installed, necessitated by future street improvements, realignments, or reconstruction.
- e. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- f. It is understood and agreed that the provisions of the Assumption of Liability Agreement No. 32059 between CITY and the County of Los Angeles, adopted by the Board of Supervisors with an effective date of November 14, 1977, and currently in effect, is not applicable to this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF HAWAIIAN GARDENS on JANUARY 11, ~~2004~~²⁰⁰⁵, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on _____, ~~2004~~²⁰⁰⁵

Los Angeles County Flood Control District
A body corporate and politic

ATTEST:

By _____
Chairman, Board of Supervisors

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By Frankie G. Scott
Deputy

CITY OF HAWAIIAN GARDENS

By [Signature]
Mayor

APPROVED AS TO FORM

By John E. Carrahan
City Attorney

ATTEST:

By Suzanne Underwood
City Clerk